

**CITY OF BRIDGEPORT
CONTRACTS COMMITTEE
SPECIAL MEETING
JANUARY 4, 2016**

ATTENDANCE: Jack Banta, Co-Chair; Milta Feliciano, Council President Thomas McCarthy, James Holloway, Richard Salter, Alfredo Castillo,

OTHERS: Mayor Joseph P. Ganim; Council Member Denese Taylor-Moye, Nestor Nwko, OPM Director, Council Member Kathryn Bukovksy, Council Member Scott Burns, Council Member Nessah Smith, Angel dePara, Chief Administrative Office; City Attorney R. Christopher Meyers; Janene Hawkins, Labor Relations Director; Anna Montalvo, AFSCME Local 1552 President; Tom Fascio, AFSCME Council 4 Representative; Council Member M. Evette Brantley (6:07 p.m.); Council Member AmyMarie Vizzo-Paniccia (6:08 p.m.); Atty. John Bohannon; Council Member Michelle Lyons (6:18 p.m.); Council Member Mary McBride-Lee (6:18 p.m.)

CALL TO ORDER

Council Member Banta called the meeting to order at 6:08 p.m. A quorum was present.

23-15 Proposed Tentative Agreement with AFSCME, Local 1522 regarding the terms and conditions of employment for their membership.

Council Member Banta asked if there was anyone from the administration that wished to speak in favor of the contract.

Council President McCarthy stated that Council Member Herron is part of the union and therefore would not be attending the meeting. He added that Council Member Paoletto had a family emergency.

Mayor Ganim said that there was a memorial service for the three year old victim of the recent fire. He requested everyone to keep that family in mind. The City has had its own share of challenges in the past week.

Council Member Brantley joined the meeting at 6:07 p.m.

Mayor Ganim said that the administration was working on resolving issues with Special Meetings. He said the administration was working on dealing with the information they have received. Mayor Ganim said that he and Ms. Hawkins had been busy trying to reconstruct the details of this contract. He then introduced Ms. Hawkins, Mr. Nkwo, and Atty. Meyers.

Council Member Vizzo-Paniccia joined the meeting at 6:08 p.m.

Mayor Ganim said that there was a summary of the tentative agreement dated October 20, 2015. He noted that while there were signatures from Mr. Osborne, Ms. Montalvo, and Mr. Fascio on the document, former Mayor Finch did not sign the contract.

Ms. Hawkins explained that she started in her new position Labor Relations on December 7, 2015. When she was notified about this contract, she immediately contacted the City Attorney's Office for direction on how to proceed. At that point, the time period had already lapsed. She said that the City Council had not had an opportunity to review the contract.

Mayor Ganim reviewed the timeline of events with the Committee. He cited CGS 7-474 that lays out the statutory time frame for the contracts. Mayor Ganim said he was not able to tell the Committee why the contract was not forwarded to the Committee for referral to the Council. Once the Committee refers the contract to Council, the Council can either accept or reject the Contract. If this contract was not considered before this Council meeting, it would have exceeded the statutory time limit.

Atty. Bohannon said that normally the contract would have been sent to the Council within 14 days after the signing of the document. However, this was not done. Atty. Bohannon said the former Mayor never signed the document. Had the former Mayor signed the contract, it would have been sent on to the Council. Normally, the thirty day period would have started once Mr. Osborne signed the document. Once that happened, the Council normally would have 30 days to either approve or reject the tentative agreement. If the agreement was tabled and the Council decided to do nothing, then by operation of law, the contract would become a binding agreement at the end of the 30 day period. However, in this case, he explained, the Council was never allotted any opportunity within the 30 day period to either accept or reject the agreement.

Atty. Bohannon said that the union feels by operation of law, that they have a binding contract. However, the City does not agree since the Mayor never signed it and City Council did not have the chance to review or action upon the document. CGS 7-4-74(b) provides that the Labor Negotiator shall send a copy of that agreement to the City Council within 14 days. If the Labor Negotiator fails to do that, the statute provides for the unions to have the opportunity to file a Municipal Prohibitive Practice Complaint (MPP) with the State Labor Board presumably to compel the Labor Negotiator to send that agreement to the Council. Then the Council could exercise its rights during the 30 day period. No MPP was filed. Instead, the Council has a tentative agreement signed only by the Labor Negotiator and the Union. However, the Mayor never signed the agreement and the City Council never had the opportunity to review the document.

Mayor Ganim said that the statute also mentioned appropriation of funds. Atty. Bohannon said that 7-774(b) also states that the City Council shall appropriate whatever funds are necessary funds for the agreement. It was up to the Council to assess whether that money was available or could be appropriated. If the funding was not available, then the Council would reject the contract on the grounds that they don't have the money to pay for the increases.

Council Member Lyons & Council Member McBride-Lee joined the meeting at 6:18 p.m.

Mayor Ganim said that that the administration had inherited this situation. He had nothing against Local 1522, and desired that this contract would go before the Council as quickly as possible. However, he was willing to meet with the union representatives because the administration had not been kept in the loop. While the administration will be able to plug some of the financial holes in the budget, as of right now, the City will end the year with a multi-million deficit without considering this contract. He said that in his previous terms, he had a record of balancing the budget for ten years in a row.

There are no easy answers. Layoffs and budget cuts are not easy. Forget how the City arrived here, the Council has to move forward from here. Mayor Ganim said that he had met with the Supervisor's representatives to start a dialog and they will be meeting again with the administration. There have also been a number of tragic events in the City during the holidays.

Mayor Ganim said he was obligated to present this contract to the Council. He reminded everyone there was no funding for this contract. He added that most of the shortfall was on the Board of Education. Mr. Nkwo handed out a document titled ALL CITY WIDE AFSCME 1522 EMPLOYEES AS OF 12/23/2015, outline the financial impact on the budget.

There was a letter dated November 2, 2015 from the Superintendent of Schools informing the City that there was a large deficit in the BOE. Mayor Ganim said that he had spoken with the Superintendent of Schools earlier about the 2 or 3 million dollar BOE shortfall. He said that he could not in good conscience let a raise go through, knowing that there would be a large deficit

Council Member Feliciano asked what would happen if the contract was not rejected. Mayor Ganim said that there would probably be lay-offs. While AFSCME is the largest membership, it is also the lowest paid group. The majority of the membership is from Board of Education. Mr. Nkwo said the BOE said that it would be short by 2.8 million.

Council Member Feliciano asked what the deficit for the City and what was the deficit for the BOE. Mr. Nkwo reviewed the figures on the handout titled ALL CITY WIDE AFSCME 1522 EMPLOYEES AS OF 12/23/2015. He explained that the BOE would be adding 3 million dollars to their budget.

Mayor Ganim said that he had spoken with the Superintendent of Schools. She did not indicate that she was aware of the contractual obligations of the agreement. He said that he respected the leadership and the hard work that has been done.

Council President McCarthy said that a number of the positions were funded by grants. He asked if there was a percentage figure for the grant funding positions. Mr. Nkwo said that if the grants were not renewed, the BOE would have to lay off staff. Council President McCarthy said that there would be some reduction to the 2.8 million dollar by removing the grant-funding positions. That is the gross figure, but it would be reduced by the grant funding. Mayor Ganim agreed that the Council did not know how much funding was tied up with the grant funding.

Council Member Taylor-Moye pointed out that there was no one from the BOE administration to explain the situation. She asked what the City would continue to reject contracts because the Council Members didn't have the information. She pointed out that the employees had worked

for already. It is very upsetting to know people may be losing their jobs because of this situation. She wanted to know why the Superintendent of Schools was not present when the Council Members were being presented with information to answer questions.

Council Member Taylor-Moye said that Council was coming to the table at the last minute. The last administration had also brought information to the Council at the last minute. This is not about the new administration. The Council shouldn't be presented with items at the last minute. She said that this was about what was right and what was wrong. Council Member Taylor-Moye said that she rejected the last contract and would not be rejecting this contract.

Mayor Ganim said he had spoken with the Superintendent and did not indicate she was aware of the contract terms nor did she budget the funding for it. In the future, the City administration needs to work with the BOE on these types of issues because this impacts so many employees.

Council Member McBride-Lee said that she didn't understand how the City or the BOE would let someone work for a few years without a contract. She added that she would like assurance that when someone was working in a grant position, when the grant funding terminated the job ended also and the employee didn't get transferred to the regular payroll. She said that she believed that since the people worked for the money, they should get the money. But not having the contract for two years, means that the administration has to reach back and pay the employees for a number of years.

Council Member Holloway left the meeting at 6:43 p.m.

It was suggested that the meeting be recessed. A discussion followed about the best way to proceed. The Committee decided to vote the item out of committee and allow the full Council to make the decision on the contract.

**** COUNCIL MEMBER FELICIANO MOVED TO APPROVE AGENDA ITEM 23-15 PROPOSED TENTATIVE AGREEMENT WITH AFSCME, LOCAL 1522 REGARDING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THEIR MEMBERSHIP.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

ADJOURNMENT

**** COUNCIL MEMBER FELICIANO MOVED TO ADJOURN.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 6:45 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

City of Bridgeport
Contracts Committee
Special Meeting
January 4, 2016